

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

Case No.: D-202-CV-2017- D-202-CV-2017-07661

LEONARD MARTINEZ,

Plaintiff,

vs.

CITIMORTGAGE, INC, a successor in interest by
Merger to ABN AMRO Mortgage Group, Inc.; DITECH FINANCIAL, LLC, and
SHELLPOINT MORTGAGE SERVICING,

Defendant.

**COMPLAINT FOR VIOLATION OF THE UNFAIR PRACTICES ACT,
VIOLATION OF THE REAL ESTATE SETTLEMENT PROCEDURES ACT
("RESPA"), BREACH OF CONTRACT, AND BREACH OF THE
COVENANT OF GOOD FAITH AND FAIR DEALING**

COMES NOW, Leonard Martinez ("Homeowner") by and through his attorneys, Eric Ortiz & Associates (Eric N. Ortiz, Esq.), and for his Complaint against Defendants CitiMortgage, Inc., successor in interest by merger to ABN AMRO Mortgage Group, Inc. (herein "CitiMortgage, Inc."), Ditech Financial, LLC and Shellpoint Mortgage Servicing ("Shellpoint") does state:

1. Leonard Martinez is a resident of Bernalillo County, State of New Mexico.
2. CitiMortgage, Inc. is an entity doing business in the State of New Mexico, County of Bernalillo.
3. Ditech Financial, LLC is an entity doing business in the State of New Mexico, County of Bernalillo.
4. Shellpoint is an entity doing business in the State of New Mexico, County of Bernalillo.

5. The property that is the subject of this litigation is located in Bernalillo County, State of New Mexico.

6. Jurisdiction and venue are proper in the Second Judicial District for the State of New Mexico.

7. Homeowner acquired the subject property and obtained a mortgage note from ABN AMRO Mortgage Group, Inc. against the property on September 17, 2003.

8. The Note is owned by FHLMC VPC 198746.

9. The real estate securing the note (herein "Note" and attached as "Exhibit A") is commonly known as: 34 Vallecitos Tijeras, NM 87059.

10. Shellpoint is the current servicer of the Note and became servicer of the Note effective June 16, 2017.

11. CitiMortgage, Inc. is a prior servicer of the Note.

12. Ditech Financial, LLC is a prior servicer of the Note.

13. Around December 2015, Homeowner entered into a Trial Payment Plan for the purposes of obtaining a loan modification from CitiMortgage, Inc. *See* "Exhibit B", Correspondence from CitiMortgage, Inc. dated December 14, 2015, (herein "TPP").

14. The TPP states "If you successfully complete the Trial Period Plan by making the required payments, you will receive a modification with a fixed term of 40 years from the date the modification is effective." *See* "Exhibit B".

15. Homeowner made the first payment of \$2,023.96 on or around 12/24/2015. *See* "Exhibit C", Loan History Summary, Page 4.

16. Homeowner made three more payments in compliance with the terms of the TPP: (1) the second payment on or around January 25, 2016 in the amount of \$2,023.96; (2) the third

payment on or around February 25, 2016 in the amount of \$2,023.96; and (3) a fourth payment on or around April 12, 2016 in the amount of \$2,023.96. *See* “Exhibit C”, Loan History Summary, Page 4.

17. On January 22, 2016 Homeowner received correspondence from CitiMortgage reminding him to make payment toward the Modification. *See* Exhibit D.

18. On February 22, 2016 Homeowner received correspondence from CitiMortgage reminding him to make payment toward the Modification. *See* Exhibit E.

19. On April 11, 2016, Homeowner received correspondence from CitiMortgage stating the “The Repayment/Forbearance plan on your account has been removed.” *See* Exhibit F.

20. On April 29, 2016, CitiMortgage sends correspondence to Homeowner that his mortgage loan is being transferred from CitiMortgage to Ditech Financial, LLC. *See* Exhibit G.

21. On or around May 11, 2016 CitiMortgage sent a letter to borrower stating that the loan will, in fact, not be transferred as it previously stated. *See* Exhibit H.

22. However, shortly thereafter, on July 1, 2016, CitiMortgage sent more correspondence that the loan would be transferred to Ditech Financial, LLC. *See* Exhibit I.

23. On August 1, 2016, Homeowner received correspondence from Ditech Financial, LLC acknowledging the service transfer. *See* Exhibit J.

24. On August 2, 2016, Homeowner made a payment of \$2023.96 to Ditech by phone. (Confirmation number 149072328).

25. Homeowner made a total of \$4047.92 in payments to Ditech. On or around November 10, 2016, Homeowner was told that he was not eligible for the account modification. Ditech sent Homeowner a letter stating that foreclosure proceedings had been initiated. *See* Exhibit K.

26. The loan was transferred to Shellpoint who started servicing the Note effective June 16, 2017. Shellpoint failed to recognize or honor the TPP offered by CitiMortgage.

27. Investor, and its agent CitiMortgage, Inc., became subject to the loan modification agreement when it entered into the agreement with Homeowner and accepted the TPP payments.

28. Investor, and its agent CitiMortgage, Inc., became subject to the loan modification agreement when it accepted the fourth payment in April 2016.

29. Ditech Financial, LLC violated the TPP agreement when it refused to honor the agreement after it became servicer of the loan.

30. Shellpoint violated the TPP agreement when it refused to honor the agreement after it became servicer of the loan.

31. All three servicers violated the TPP agreement when Ditech Financial, LLC and Shellpoint, as its agents, refused to honor the agreement after three payments were made in compliance with the TPP and fourth payment was accepted by CitiMortgage, Inc.

32. CitiMortgage, Inc., Ditech Financial, LLC and Shellpoint withheld the benefits of the bargain it made with the Homeowner when it refused to honor the TPP it had already entered into.

33. CitiMortgage, Inc., Ditech Financial, LLC and Shellpoint's refusal to honor the TPP resulted in severe emotional distress to the Homeowner, loss of credit, the loss of his Q Clearance which was used to conduct his business and accordingly loss of income, loss of equity in the property, attorney's fees and other damages as which will be proven at trial.

COUNT I: UPA VIOLATION BY CITIMORTGAGE, INC

34. Homeowner re-incorporates the preceding paragraphs of his Complaint as if fully alleged herein

35. CitiMortgage, Inc. is a person within the meaning of the Unfair Trade Practices Act (“UPA”), NMSA 1978, § 57-12-2(B).

36. CitiMortgage, Inc. participates in trade or commerce related to the servicing of mortgage loans directly or indirectly affecting the people of this state within the meaning of the UPA, NMSA 1978, § 57-12-2(C).

37. CitiMortgage, Inc. is a provider of services related to the servicing of mortgage loans in the regular course of its trade or commerce within the meaning of the UPA, NMSA 1978, § 57-12-2(D).

38. The Homeowner is a person and consumer within the meaning of the UPA.

39. CitiMortgage, Inc. represented, as described in ¶14, that it would modify the Homeowner’s loan if Homeowner made the required payments. CitiMortgage, Inc. then accepted the Homeowner’s payments toward the TPP from December 2015 to April 2016. The Investor, as owner of the Note, was and is bound by its servicer’s representations to the Homeowner in the ordinary course of business.

40. The representations made by CitiMortgage, Inc. were made within the ordinary course of business.

41. Homeowner was led to believe he had modified his home loan with CitiMortgage, Inc. and relied on that representation when he made the TPP payments.

42. Homeowner suffered damages as the result of such reliance, including loss of payments made, loss of equity, attorney’s fees and emotional distress.

43. Homeowner is therefore entitled to an award of the actual and compensatory damages in an amount to be decided by the Court.

COUNT II: BREACH OF CONTRACT AGAINST CITIMORTGAGE, INC., DITECH FINANCIAL, LLC AND SHELLPOINT

44. Homeowner re-alleges and re-incorporates the preceding paragraphs of his Complaint as if fully alleged herein.

45. The terms of the TPP clearly states that a modification will be given to Homeowner upon the successful completion of the three payments. CitiMortgage breached the agreement when it told the Homeowner he was no longer qualified for loan modification.

46. Ditech Financial, LLC and Shellpoint were obligated to honor the TPP contract when they assumed servicing for the loan. They refused to honor the contract when they refused to implement a loan modification for Homeowner after accepting four payments from Homeowner.

COUNT III: BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING AGAINST CITIMORTGAGE, DITECH FINANCIAL, LLC AND SHELLPOINT

47. Homeowner re-alleges and re-incorporates the preceding paragraphs of his Complaint as if fully alleged herein.

48. CitiMortgage, Inc., Ditech Financial, LLC and Shellpoint have a duty of good faith and fair dealing concerning the TPP.

49. Upon information and belief each servicer knew or should have known that CitiMortgage had made a legally binding TPP offer and accepted payments from the Homeowner after making that offer and made no good faith effort to investigate or honor the TPP with a reckless disregard for the homeowner's property interests.

50. The aforementioned acts and omissions of CitiMortgage, Inc., Ditech Financial, LLC and Shellpoint are inconsistent with the Investor's obligation to achieve the common purpose of modifying the loan pursuant to the terms of the TPP, to which Homeowner complied.

51. Where a party intentionally or recklessly withhold the benefits of a bargain from the other contracting party, it violates the implied covenant of good faith and fair dealing.

COUNT IV – VIOLATION OF THE REAL ESTATE SETTLEMENT PROCEDURES ACT (“RESPA”) AGAINST CITIMORTGAGE, INC.

52. Homeowner re-alleges the preceding paragraphs as if fully alleged herein.

53. CitiMortgage, Inc. is the servicer of a home loan within the meaning of 12 U.S.C. § 2605(i)(2).

54. CitiMortgage, Inc. must comply with the regulations promulgated by the Consumer Financial Protection Bureau pursuant to 12 U.S.C. § 2605(k)(1)(E).

55. Those regulations include 12 C.F.R. § 1024.41 which states among other things that a servicer shall issue a denial notice to a borrower when a loss mitigation option is denied with the specific reason for the denial (which must be true), that the consumer shall be advised of his or her right to appeal the denial, and also that a servicer shall not make a referral to foreclosure.

56. Homeowner has a private right of action under the Real Estate Settlement Procedures Act (“RESPA”) pursuant to 12 U.S.C. § 2605(f), to recover actual and statutory damages as well as attorneys’ fees.

57. RESPA is consumer protection legislation and therefore must be liberally and broadly construed in favor of consumers to effectuate its purpose.

58. Exhibit F, attached hereto, constitutes a denial that does not comply substantively with 2605(k)(1)(E).

59. CitiMortgage, Inc. violated RESPA by failing to send Homeowner a denial notice as required by 12 C.F.R. § 1024.41.

60. If Homeowner had been given the right to appeal the denial, he would have done so.

61. A denial notice must clearly describe the right to appeal the denial pursuant to 12 C.F.R. § 1024.41(c)(ii).

62. Homeowner has experienced actual and personal damages including ongoing damage to his credit, loss of a Q Clearance and subsequent loss of income, accruing interest, late fees and other default related fees such as property inspection fees and attorneys' fees imposed by Investor as principal and its servicers as agents (prior or current) and emotional distress, physical manifestations of such distress, and the ongoing time and effort to continue to attempt to pay his mortgage.

63. Wherefore CitiMortgage, Inc. is liable to Homeowner for actual and statutory damages plus attorneys' fees and costs pursuant to 12 U.S.C. § 2605(f).

WHEREFORE, Leonard Martinez prays that the Court grant the relief sought in this Complaint as set forth above and:

- A. Compensatory damages to be decided by the Court.
- B. Punitive damages in an amount to be decided by the Court.
- C. Attorney's fees and costs.
- D. Any other relief this court deems just and proper.

Respectfully Submitted,

ERIC ORTIZ & ASSOCIATES,

/s/ Eric N. Ortiz (e-signed)

Eric N. Ortiz, Esq.

510 Slate Street NW

Albuquerque, NM 87102

Telephone: (505) 720-0070

Fax: (505) 242-3906

Attorney for Martinez

LOAN #1 [REDACTED]

NOTESEPTEMBER 17, 2003
[Date]ALBUQUERQUE,
[City]NEW MEXICO
[State]34 VALLECITOS, TIJERAS, NM 87059
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$280,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is ABN AMRO MORTGAGE GROUP, INC., A DELAWARE CORPORATION.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.000%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on NOVEMBER 1, 2003.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 1, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

4242 N. HARLEM AVE.

NORRIDGE, IL 60706

ATTN: CASHIERING

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,678.74.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

Initials: *AM*

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3200 1/01

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Page 1 of 2

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EXHIBIT

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(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

 (Seal)

[Sign Original Only]



December 14, 2015

Leonard Martinez
PO Box 37062
Albuquerque NM 87176-7062

RE: Property Address: 34 Vallecitos
Tijeras, NM 87059
CitiMortgage Loan #: [REDACTED]

Dear CitiMortgage Customer(s),

Based on a careful review of your mortgage account, we are offering you an opportunity to enter into a Trial Period Plan for a mortgage modification. This is the first step toward qualifying for more affordable mortgage payments or more manageable terms. It is important that you read this information in its entirety so that you completely understand the actions you need to take to successfully complete the Trial Period Plan to permanently modify your mortgage.

This offer is not based on any evaluation of information submitted in connection with a mortgage assistance application.

Proposed Modification Terms

If you successfully complete the Trial Period Plan by making the required payments, you will receive a modification with a fixed term of 40 years from the date the modification is effective.

To Stop the Foreclosure Process (Suspension of Foreclosure)

In order for us to delay referring your mortgage to foreclosure, or suspend foreclosure proceedings if your loan has been referred to foreclosure:

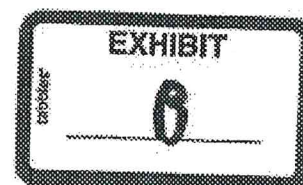
You must contact us at the phone number below or in writing at the address provided below no later than **12/29/2015** to indicate your intent to accept this offer.

You may also make your first Trial Period Plan payment by **12/29/2015**, which is **earlier than the scheduled due date** described below and we will stop the foreclosure process.

However, if you do not respond by **12/29/2015**, we will continue with the foreclosure process, and a foreclosure sale may occur. This offer will be revoked if you fail to respond by **12/29/2015** and a foreclosure sale occurs, even if the sale occurs prior to the first Trial Period Plan payment due date set forth below.

To Accept This Offer

If you have notified us of your intent to accept the offer by **12/29/2015**, which is 14 calendar days from the date of this letter, you must send your first Plan payment on or before **1/1/16** or, if you have not notified us of your intent to accept the offer and a foreclosure sale has not occurred, you must send your first Plan payment on or before **1/1/16**. But, if you fail to notify us of your intent to accept the offer prior to the foreclosure sale, this offer will be revoked and foreclosure proceedings may continue and a foreclosure sale may occur. In addition, if you fail to make the first Plan payment by **1/1/16** and we do not receive the payment by the last day of the month in which it is due, this offer will be revoked and foreclosure proceedings may continue and a foreclosure sale may occur.



Trial Period Plan Payments

To successfully complete the Trial Period Plan, you must make the Trial Period Plan payments below.

First Payment: \$2,023.96 by 1/1/16
Second Payment: \$2,023.96 by 2/1/16
Third Payment: \$2,023.96 by 3/1/16

Please send your Trial Period Plan payments to:

CitiMortgage, Inc.
PO Box 688950
Des Moines, IA 50368-9196

If you have questions about your Trial Period Plan or permanent modification requirements, please contact us at the phone number below.

Next Steps

- It is important that you thoroughly review the *Frequently Asked Questions and Additional Trial Period Plan Information and Legal Notices* information attached.
- **We reserve the right to revoke this offer or terminate the plan following your acceptance if we learn of information that would make you ineligible for the Trial Period Plan.**
- Once you have successfully made each of the payments above by their due dates, you have submitted the required signed copies of your modification agreement, and you otherwise remain eligible for the modification, and we have signed the modification agreement, your mortgage will be permanently modified in accordance with the terms of your modification agreement.
- **We must receive each payment in the month in which it is due. If you miss a payment or do not fulfill any other terms of your Trial Period Plan, this offer will end and your mortgage loan will not be modified.**
- If you have not been evaluated for eligibility for a modification under the federal Home Affordable Modification Program (HAMP) and you return a complete Borrower Response Package that we previously sent to you no later than **12/29/2015**, we may be able to offer you a HAMP modification with a lower monthly principal and interest payment than what we estimate you would receive for the proposed modification described above.
- Please note that except for your monthly mortgage payment amount during the Trial Period Plan, the terms of your existing note and all mortgage requirements remain in effect and unchanged during the Trial Period Plan.

If you would like more information about hardship assistance alternatives or if you are concerned with how we have handled your account, please call us at 1-866-272-4749 Monday - Friday 7:00 a.m. - 9:00 p.m. CT and Saturday 7:00 a.m. - 4:00 p.m. CT. You may also contact us via mail at: CitiMortgage, Inc., 1000 Technology Drive, Mail Station 514, O'Fallon, MO 63368.

Additional Trial Period Plan Information and Legal Notices

We will not proceed to foreclosure sale during the Trial Period Plan, provided you are complying with the terms of the Trial Period Plan:

Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the plan or do not qualify for a permanent modification.

You agree that we will hold the Trial Period Plan payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that we will not pay you interest on the amounts held in the account. If any money is left in this account at the end of the Trial Period Plan and you qualify for a loan modification, those funds will be deducted from amounts that would otherwise be added to your modified principal balance.

Our acceptance and posting of your payment during the Trial Period Plan will not be deemed a waiver of the acceleration of your loan and related activities, including the right to resume or continue foreclosure, and shall not constitute a cure of your mortgage default unless such payments are sufficient to completely cure the default.

If your monthly payment did not include escrows for taxes and insurance, you are now required to do so:

You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree that we will establish an escrow account and that you will pay required escrows into that account.

Your current loan documents remain in effect; however, you may make the Trial Period Plan payment instead of the payment required under your loan documents:

You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

The Trial Period Plan notice will be rescinded if an error is detected.

You agree that if an error in the terms of the Trial Period Plan or your eligibility is detected after issuance of the Trial Period Plan notice, the Trial Period Plan will be void and of no legal effect upon notice to you of such error. You understand that a corrected Trial Period Plan will be provided to you if it is determined that you remain eligible for a loan modification after correction of the error.



FREQUENTLY ASKED QUESTIONS

Get the answers you need to some of the most common questions.

Q. What else should I know about this offer?

If you make your new trial period payments timely **we will not conduct a foreclosure sale.**

You will not be charged any fees for this Trial Period Plan or a permanent modification.

If your loan is modified, we will waive all unpaid late charges.

Credit Reporting: We will continue to report the delinquency status of your loan to credit reporting agencies as well as your entry into a Trial Period Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements. **CREDIT SCORING COMPANIES GENERALLY CONSIDER THE ENTRY INTO A PLAN WITH REDUCED PAYMENTS AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A TRIAL PERIOD PLAN MAY ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU HAVE A GOOD CREDIT SCORE.** For more information about your credit score, go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

Q. Why is there a Trial Period Plan?

The Trial Period Plan offers you immediate payment relief and gives you time to make sure you can manage the estimated new monthly mortgage payment. The Trial Period Plan is temporary, and your existing loan and loan requirements remain in effect and unchanged during the Trial Period Plan.

Q. When will I know if my loan can be modified permanently and how will the modified loan balance be determined?

Once you make all of your Trial Period Plan payments on time and return to us the required copies of a modification agreement with your signature, we will sign one copy and send it back to you so that you will have a fully executed modification agreement detailing the terms of the modified loan. Any difference between the amount of the Trial Period Plan payments and your regular mortgage payments will be added to the balance of your loan along with any other past due amounts as permitted by your loan documents. While this will increase the total amount that you owe, it should not significantly change the amount of your modified mortgage payment.

Q. Are there incentives that I may qualify for if I am current with my new payments?

Borrower incentive compensation is only available to borrowers who qualified for a permanent modification under HAMP. If you return a complete Borrower Response Package no later than 12/29/2015, and we determine that you are eligible for a HAMP modification with a lower monthly principal and interest payment than we estimate you would receive for the proposed modification described above, then we will offer you the HAMP modification agreement and you will be eligible for the borrower incentive compensation under HAMP.

Q. Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?

If your loan is permanently modified as described above under the Proposed Modification Terms, your interest rate and monthly principal and interest payment will be fixed for the life of your mortgage. However, if you return a complete Borrower Response Package that we previously sent to you no later than 12/29/2015, and we are able to offer you a HAMP modification, your interest rate will change after the first five years, as described in the HAMP modification agreement. Regardless of the modification program, your new monthly payment will include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.

NOTICES

TTY Services available: Dial 711 from the United States; Dial 1-866-280-2050 from Puerto Rico.

CALLS ARE RANDOMLY MONITORED AND RECORDED TO ENSURE QUALITY SERVICE.

Hours of operation provided reflect general hours for CitiMortgage.

If responding through e-mail, please do not include confidential information. E-mail communication is randomly monitored to ensure quality service.

The purpose of this communication is an attempt to collect a debt and any information obtained will be used for that purpose.

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO AN AUTOMATIC STAY OF A BANKRUPTCY ORDER UNDER TITLE 11 OF THE UNITED STATES CODE, THIS NOTICE IS FOR COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT ANY SUCH OBLIGATION.

Whenever \$600.00 or more of a debt is forgiven as a result of settling a debt for less than the balance owing, we may be required to report the amount of the debt forgiven to the Internal Revenue Service on a 1099-C form, a copy of which will be mailed to you. If you have any questions, please consult your tax advisor.

Information for Massachusetts Residents:

NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.



For help exploring your options at no charge, the Federal government provides contact information for HUD approved housing counselors, which you can access by contacting the Consumer Financial Protection Bureau at <http://www.consumerfinance.gov/mortgagehelp/>, the Department of Housing and Urban Development at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or by calling the HUD Housing Counselor List Telephone Number at 1-888-995-4673.

In accordance with federal law, CitiMortgage has designated the following address where you can send a written request for information, a written notice of error, or a qualified written request:

CitiMortgage, Inc.
Attn: Customer Research Team
PO Box 10002
Hagerstown, MD 21747-0002

Information for Massachusetts Residents only:

A statement of the interest of the creditor: Program requirements satisfied and approval is in the best interest of the creditor. The Net Present Value analysis was not performed as it was not required for approval under the <Fannie Mae/Freddie Mac> Loan Modification program.

Sincerely,

CitiMortgage, Inc.

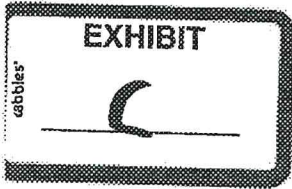
Loanhist.rpt

08/10/2017 3:21:16PM

Loan ID

Borrower Name

Leonard Martinez



Shellpoint Mortgage Servicing

Loan History Summary

Page #4

Trans Date	Due Date	Trans Desc	Rev Code	Flag	Trans Amount	Principal Amount	Principal Balance	Interest Amount	Escrow Amount	Escrow Balance	Late Charge Amount	Unappl. Balance	Money Type
07/22/16	03/01/10	Property Inspection Asse	0	0	(13.50)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	Property Inspection Asse	0	0	(13.50)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	Property Inspection Asse	0	0	(13.50)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	FC Costs Assess	0	0	(450.00)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	Recording Cost Assess	0	0	(22.00)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	FC Costs Assess	0	0	(194.90)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	Title Cost Assess	0	0	(213.25)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	Filing Cost Assess	0	0	(132.00)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	FC Costs Assess	0	0	(31.50)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	Property Inspection Asse	0	0	(13.50)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	Property Inspection Asse	0	0	(13.50)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	Property Inspection Asse	0	0	(13.50)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	Property Inspection Asse	0	0	(15.00)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	Property Inspection Asse	0	0	(15.00)		254,256.01				0.00	\$0.00	None
07/22/16	03/01/10	Property Inspection Asse	0	0	(10.50)		254,256.01				0.00	\$0.00	None
07/18/16	02/01/10	Payment with Interest Ad	0	0	278,732.15	254,256.01	254,256.01		26,500.10		0.00	\$0.00	None
07/18/16	02/01/10	Late Charge Payment	0	0	83.93		508,512.02				83.93	\$0.00	None
04/28/16	02/01/10	Interest Only Payment	0	0	(1,596.05)		508,512.02		(1,596.05)	(1,596.05)	0.00	\$0.00	None
04/11/16	02/01/10	Unapplied Payment	0	0	2,023.96		508,512.02			(1,596.05)	0.00	\$0.00	None
03/10/16	02/01/10	Escrow Only Payment	0	0	(1,911.74)		508,512.02		1,911.74	315.69	0.00	\$0.00	None
02/29/16	02/01/10	Regular Payment	0	0	2,023.96	405.43	508,512.02	1,273.31	401.33	717.02	0.00	\$0.00	None
02/02/16	01/01/10	Regular Payment	0	0	403.42	403.42	508,917.45	1,275.32	401.33	1,118.35	0.00	\$0.00	None
01/29/16	12/01/09	Unapplied Payment	0	0	2,023.96		509,320.87			1,118.35	0.00	\$0.00	None
12/24/15	12/01/09	Unapplied Payment	0	0	2,023.96		509,320.87			1,118.35	0.00	\$0.00	None
11/11/15	12/01/09	Interest Only Payment	0	0	(1,596.05)		509,320.87		(1,596.05)	(477.70)	0.00	\$0.00	None
09/18/15	12/01/09	Interest Only Payment	0	0	(1,790.00)		509,320.87		(1,790.00)	(2,267.70)	0.00	\$0.00	None
04/17/15	12/01/09	Interest Only Payment	0	0	(1,574.19)		509,320.87		(1,574.19)	(3,841.89)	0.00	\$0.00	None
11/12/14	12/01/09	Interest Only Payment	0	0	(1,574.19)		509,320.87		(1,574.19)	(5,416.08)	0.00	\$0.00	None
09/18/14	12/01/09	Interest Only Payment	0	0	(1,745.00)		509,320.87		(1,745.00)	(7,161.08)	0.00	\$0.00	None
04/16/14	12/01/09	Interest Only Payment	0	0	(1,530.26)		509,320.87		(1,530.26)	(8,691.34)	0.00	\$0.00	None
11/13/13	12/01/09	Interest Only Payment	0	0	(1,530.26)		509,320.87		(1,530.26)	(10,221.60)	0.00	\$0.00	None
09/18/13	12/01/09	Interest Only Payment	0	0	(1,766.00)		509,320.87		(1,766.00)	(11,987.60)	0.00	\$0.00	None

CitiMortgage

01/22/16



www.citimortgage.com



4-671-98805-0001266-001-1-000-000-000-000

D09LTD368

LEONARD MARTINEZ
PO BOX 37062
ALBUQUERQUE NM 87176-7062

RE: Property Address: 34 Vallecitos
Tijeras, NM 87059
CitiMortgage Loan #: [REDACTED]

MORTGAGE MODIFICATION PROGRAM
PAYMENT REMINDER NOTICE

Dear CitiMortgage Clients(s):

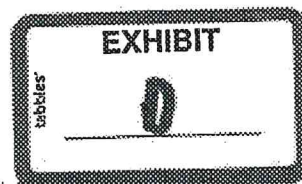
Thank you for your interest in Freddie Mac Streamline Modification. This is a reminder that your monthly trial payment is due on 02/01/16 and is required so you can continue in the program. Please mail your payment immediately.

If you have already mailed your payment please disregard this letter. For assistance with making immediate payments or to confirm we received your mailed payment, please contact us at 1-855-843-2549.

For help exploring your options at no charge, the Federal government provides contact information for HUD approved housing counselors, which you can access by contacting the Consumer Financial Protection Bureau at <http://www.consumerfinance.gov/mortgagehelp/>, the Department of Housing and Urban Development at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or by calling the HUD Housing Counselor List Telephone Number at 1-888-995-4673.

If you have any questions regarding this letter or if you are concerned with how we have handled your account, please contact at 1-855-843-2549 ext. 0475408, Monday - Thursday 7:00 a.m. - 8:00 p.m. CT, Friday 7:00 a.m. - 6:00 p.m. CT and Saturday 7:00 a.m. - 4:00 p.m. CT or via e-mail at Heather.Jill.Smith@Citi.Com. You may also contact me via mail at: CitiMortgage, Inc., Homeowner Support Team, 1000 Technology Drive, MS 420, O'Fallon, MO 63368.

671-3060-0114F



4-671-98805-0001266-001-2-000-000-000-000

D09LTD368

CitiMortgage



www.citimortgage.com



Page Two
01/22/16

In accordance with federal law, CitiMortgage has designated the following address where you can send a written request for information, a written notice of error, or a qualified written request:

CitiMortgage, Inc.
Attn: Customer Research Team
P.O. Box 10002
Hagerstown, MD 21747-0002

Sincerely,

CitiMortgage, Inc.

NOTICES:

TTY Services available: Dial 711 from the United States; Dial 1-866-280-2050 from Puerto Rico.

CALLS ARE RANDOMLY MONITORED AND RECORDED TO ENSURE QUALITY SERVICE.

Hours of operation provided reflect general hours for CitiMortgage.

If responding through e-mail, please do not include confidential information. E-Mail communication is randomly monitored to ensure quality service.

If an attorney represents you, please refer this letter to your attorney and provide us with the attorney's name, address and telephone number.

The purpose of this communication is an attempt to collect a debt and any information obtained will be used for that purpose.

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO AN AUTOMATIC STAY OF A BANKRUPTCY ORDER UNDER TITLE 11 OF THE UNITED STATES CODE, THIS NOTICE IS FOR COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT ANY SUCH OBLIGATION.

160122D0002072

671-3060-0114F



CitiMortgage



www.citimortgage.com

+ 3613625 000006775 09C1M1 0933511 D09LTD368
LEONARD MARTINEZ
PO BOX 37062
ALBUQUERQUE NM 87176-7062



02/22/16

RE: Property Address: 34 Vallecitos
Tijeras, NM 87059
CitiMortgage Loan #: [REDACTED]

MORTGAGE MODIFICATION PROGRAM
PAYMENT REMINDER NOTICE

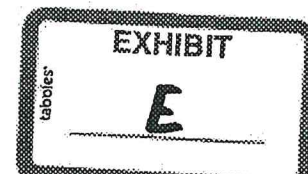
Dear CitiMortgage Clients(s):

Thank you for your interest in Freddie Mac Streamline Modification. This is a reminder that your monthly trial payment is due on 03/01/16 and is required so you can continue in the program. Please mail your payment immediately.

If you have already mailed your payment please disregard this letter. For assistance with making immediate payments or to confirm we received your mailed payment, please contact us at 1-855-843-2549.

For help exploring your options at no charge, the Federal government provides contact information for HUD approved housing counselors, which you can access by contacting the Consumer Financial Protection Bureau at <http://www.consumerfinance.gov/mortgagehelp/>, the Department of Housing and Urban Development at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or by calling the HUD Housing Counselor List Telephone Number at 1-888-995-4673.

~~If you have any questions regarding this letter or if you are~~ concerned with how we have handled your account, please contact at 1-855-843-2549 ext. 0475408, Monday - Thursday 7:00 a.m. - 8:00 p.m. CT, Friday 7:00 a.m. - 6:00 p.m. CT and Saturday 7:00 a.m. - 4:00 p.m. CT or via e-mail at Heather.Jill.Smith@Citi.Com. You may also contact me via mail at: CitiMortgage, Inc., Homeowner Support Team, 1000 Technology Drive, MS 420, O'Fallon, MO 63368.



CitiMortgage

Page Two

02/22/16

0640952997



www.citimortgage.com

In accordance with federal law, CitiMortgage has designated the following address where you can send a written request for information, a written notice of error, or a qualified written request:

CitiMortgage, Inc.
Attn: Customer Research Team
P.O. Box 10002
Hagerstown, MD 21747-0002

Sincerely,

CitiMortgage, Inc.

NOTICES:

TTY Services available: Dial 711 (from the United States) Dial 1-866-280-2950 from Puerto Rico.

CALLS ARE RANDOMLY MONITORED AND RECORDED TO ENSURE QUALITY SERVICE.

Hours of operation provided reflect general hours for CitiMortgage.

If responding through e-mail, please do not include confidential information. E-Mail communication is randomly monitored to ensure quality service.

If an attorney represents you, please refer this letter to your attorney and provide us with the attorney's name, address and telephone number.

The purpose of this communication is an attempt to collect a debt and any information obtained will be used for that purpose.

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO AN AUTOMATIC STAY OF A BANKRUPTCY ORDER UNDER TITLE 11 OF THE UNITED STATES CODE, THIS NOTICE IS FOR COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT ANY SUCH OBLIGATION.

160222D0003285



CitiMortgage



www.citimortgage.com

+ 0629047 000007729 09C1M1 0933511 D01LT0042
LEONARD MARTINEZ
PO BOX 37062
ALBUQUERQUE NM 87176-7062



04/11/16

RE: Property Address: 34 Vallecitos
Tijeras, NM 87059
CitiMortgage Loan #: [REDACTED]

Dear CitiMortgage Client(s):

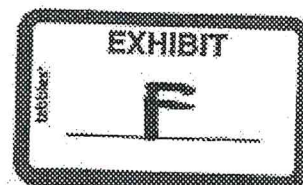
The Repayment/Forbearance plan for your account has been removed.

You still have options to avoid foreclosure. Please contact us immediately as we would like to discuss hardship assistance options that may help make your mortgage payments more affordable and avoid foreclosure. You have the option of completing a loss mitigation application to receive a full evaluation of all loss mitigation options available to you.

For help exploring your options at no charge, the Federal government provides contact information for HUD approved housing counselors, which you can access by contacting the Consumer Financial Protection Bureau at <http://www.consumerfinance.gov/mortgagehelp/>, the Department of Housing and Urban Development at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or by calling the HUD Housing Counselor List Telephone Number at 1-888-995-4673.

If you would like more information about hardship assistance programs or if you are concerned with how we have handled your account, please call us at 1-866-272-4749 Monday ~ Friday 7:00 a.m. - 9:00 p.m. CT, and Saturday 7:00 a.m. - 4:00 p.m. CT or e-mail us at: eru_support@citi.com. You may also contact us via mail at: CitiMortgage, Inc., 1000 Technology Drive, Mail Station 514, O'Fallon, MO 63368.

If you do not contact us, we consider all options available to us under the law to collect on the account. When you call or write to us, refer to your loan number 0640952997.



CitiMortgage

Page Two

04/11/16

0640952997



www.citimortgage.com

In accordance with federal law, CitiMortgage has designated the following address where you can send a written request for information, a written notice of error, or a qualified written request:

CitiMortgage, Inc.
Attn: Customer Research Team
P.O. Box 10002
Hagerstown, MD 21747-0002

Sincerely,

CitiMortgage, Inc.

NOTICES

TTY Services available: Dial 711 from the United States; Dial 1-866-280-2050 from Puerto Rico.

CALLS ARE RANDOMLY MONITORED AND RECORDED TO ENSURE QUALITY SERVICE.

Hours of operation provided reflect general hours for the Collections Department.

If responding through e-mail, please do not include confidential information. E-Mail communication is randomly monitored to ensure quality service.

If an attorney represents you, please refer this letter to your attorney and provide us with the attorney's name, address and telephone number.

The purpose of this communication is an attempt to collect a debt and any information obtained will be used for that purpose.

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO AN AUTOMATIC STAY OF A BANKRUPTCY ORDER UNDER TITLE 11 OF THE UNITED STATES CODE, THIS NOTICE IS FOR COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT ANY SUCH OBLIGATION.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006; Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.
160411B0002593



www.citimortgage.com

●●●●●●●●

Current CitiMortgage Account Number: [REDACTED]
New Ditech Financial Account Number: [REDACTED]

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• **Monthly Payments:** Effective May 16, 2016, all payments should be sent to Ditech Financial. Any payments we receive after this date will be forwarded to your new servicer. The payment address for Ditech Financial is:

- **Automatic Drafting:** If your account is enrolled in EZ Pay, this service will continue. If your payment is automatically drafted through another method or by a third party or bill pay service, please notify them that effective May 16, 2016, payments should be sent to Ditech Financial at the address above and should reference your new Ditech Financial account number.
- **~~How to Reach Us:~~** Prior to May 16, 2016, please call CitiMortgage at 1-800-283-7918 Monday through Friday, from 8:00 a.m. to 10:00 p.m., and Saturday from 8:00 a.m. to 6:00 p.m., ET, if you have questions. To access TTY services, dial 711 from the United States or dial 1-866-280-2050 from Puerto Rico. You may also write to us at CitiMortgage, Inc., P.O. Box 6243, Sioux Falls, SD 57117-6243. Effective on May 16, 2016, please call Ditech Financial at 1-855-297-6259, Monday through Friday from 7:00 a.m. to 8:00 p.m., CT, and Saturday from 7:00 a.m. to 1:00 p.m., CT. You may also write to them at Ditech Financial LLC, Attention: Customer Service Correspondence, P.O. Box 6172, Rapid City, SD 57709-6172.
- **Escrow:** If you have an escrow account, you will receive a final escrow statement separately, and any balance of funds will be transferred to the new servicer.
- **~~Insurance:~~** If CitiMortgage did not receive evidence of current insurance and purchased homeowners insurance on your behalf (also known as lender-placed insurance), it will be cancelled effective with the transfer date. We recommend that you immediately contact an insurance carrier or agent of your choice to obtain any insurance coverage that you feel is appropriate to protect your interest in the property and ensure that your property is covered against loss. Lender-placed insurance may be more expensive than obtaining coverage from a carrier or agent of your choice. You will receive information directly from Ditech Financial regarding their insurance requirements.
- **Year-End Statement:** In January 2017, you will receive two separate year-end statements from CitiMortgage and Ditech Financial reflecting the amounts of interest and taxes you paid to each company in 2016.
- **Home Affordable Modification Program:** If you are currently participating in (or being considered for) a loan modification program, we will transfer all your documentation to the new servicer. Until the transfer date, you should continue to make your payments (e.g., trial payments if attempting to qualify for a modification under the Home Affordable Modification Program) to CitiMortgage. After transfer, you should make all payments to Ditech Financial until such time that you are provided additional direction. Decisions regarding qualification will be made by Ditech Financial.



- * ~~Payment Plans~~: All information regarding other loss mitigation activities (forbearance agreements, short sales, refinances and deed-in-lieu of foreclosure) will be forwarded to Ditech Financial for processing. Please be advised that this transfer may extend the time needed for a final decision.

This transfer does not affect the status of any pending bankruptcy or foreclosure proceedings.

CitiMortgage would like to extend a sincere "thank you" for the opportunity to serve you. We greatly appreciate the trust you have placed in us.

Sincerely,
CitiMortgage, Inc.

For New York Accounts Only: You may file complaints about the servicing of your mortgage loan by CitiMortgage, Inc. with the New York State Department of Financial Services. You may obtain further information from the New York State Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at www.dfs.ny.gov

The following Notice is required by the Real Estate Settlement Procedures Act and Regulation X

NOTICE OF SERVICING TRANSFER

The servicing of your mortgage loan is being transferred effective May 16, 2016. This means that after this date a new servicer will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

CitiMortgage, Inc. is now collecting your payments. CitiMortgage, Inc. will stop accepting payments received from you after May 15, 2016.

Ditech Financial LLC will collect your payments going forward. Your new servicer will start accepting payments received from you on May 16, 2016.

Send all payments due on or after May 16, 2016, to Ditech Financial LLC at this address: P.O. Box 7169, Pasadena, CA 91109-7169.

If you have any questions for either your present servicer, CitiMortgage, Inc., or your new servicer, Ditech Financial LLC, about your mortgage loan or this transfer, please contact them using the information below:

~~Current Servicer:~~

CitiMortgage, Inc.
Attention: Customer Research Team
P.O. Box 6243
Sioux Falls, SD 57117-6243
1-800-283-7918*

~~New Servicer:~~

Ditech Financial LLC
Attention: Customer Service Correspondence
P.O. Box 6172
Rapid City, SD 57709-6172
1-855-297-6259

Important note about insurance: If you have mortgage life or disability insurance or any other type of optional insurance, the transfer of servicing rights may affect your insurance in the following way: Ditech Financial LLC will not collect the premiums for your optional insurance product. The insurance provider will cancel the insurance coverage if they do not receive the premiums. You should do the following to maintain coverage: Contact your insurance provider to make arrangements for you to remit your insurance premiums directly to the provider.

Important note about optional products: If you have other optional products, the transfer of servicing rights may affect your products in the following way: Ditech Financial LLC will not collect the fees for your optional products. The service provider will cancel the product if they do not receive the fees. You should do the following to maintain coverage: Contact your service provider to make arrangements for you to remit your fees directly to the service provider.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed on you.

CitiMortgage, Inc.

April 29, 2016

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED, OR IS SUBJECT TO AN AUTOMATIC STAY OF BANKRUPTCY ORDER UNDER TITLE 11 OF THE UNITED STATES BANKRUPTCY CODE, THIS NOTICE IS FOR COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT ANY SUCH OBLIGATION.



CitiMortgage
5/11/2016



LEONARD MARTINEZ
PO BOX 37062
ALBUQUERQUE, NM 87176-7062

Dear CitiMortgage Client(s):

In the transfer of servicing letter dated April 29, 2016, we informed you that the servicing of your mortgage loan would transfer from CitiMortgage, Inc. to Ditech Financial LLC. However, your mortgage loan servicing will not transfer to Ditech Financial, and will remain with CitiMortgage. If you have remitted a payment to Ditech Financial, it will be forwarded to CitiMortgage for application. No late charges will be assessed for your May payment, nor will any negative information be reported to the credit bureau.

Please be assured that no adjustments are needed to your loan and your account will not be affected in any way by your receipt of our letter. You will receive a similar letter from Ditech Financial explaining that your loan has not transferred. We regret any inconvenience this may have caused you.

To contact us visit our website at www.citimortgage.com or access our Automated Account Information Line, which is available 24 hours a day at 1-800-283-7918*. Representatives are available Monday through Friday from 8:00 a.m. to 10:00 p.m., ET, and Saturday from 8:00 a.m. to 6:00 p.m., ET. To access TTY services, dial 711 from the United States or dial 1-866-280-2050 from Puerto Rico. When you contact us, refer to your mortgage account number, 640952997.

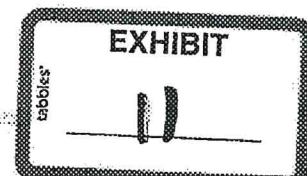
We appreciate your business and look forward to continuing to serve you in the future.

Sincerely,

Customer Service Department

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED, OR IS SUBJECT TO AN AUTOMATIC STAY OF BANKRUPTCY ORDER UNDER TITLE 11 OF THE UNITED STATES CODE, THIS NOTICE IS FOR COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT ANY SUCH OBLIGATION.

This is an attempt to collect a debt and any information obtained will be used for that purpose.



Citi to Page



CitiMortgage, Inc.
P.O. Box 6243
Sioux Falls, SD 57117-6243

July 1, 2016

LEONARD MARTINEZ
PO BOX 37062
ALBUQUERQUE, NM 87176-7062

Current CitiMortgage Account Number: [REDACTED]

New Ditech Financial Account Number: [REDACTED]

Dear CitiMortgage Client(s):

CitiMortgage, Inc. wants to take this opportunity to say "thank you". Effective July 18, 2016, the servicing of your mortgage loan will be transferred from CitiMortgage to Ditech Financial LLC. This transfer does not affect the terms or conditions of your loan documents other than the terms directly related to who is servicing your loan. The transfer of loan servicing is a common practice in today's mortgage industry, and is no reflection on you personally.

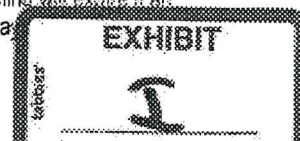
Below is a summary of information and tools that will assist you in making this transition as smooth as possible. Also, the Servicing Transfer Notice required by federal law appears on page 2 of this letter.

- Monthly Payments: Effective July 18, 2016, all payments should be sent to Ditech Financial. Any payments we receive after this date will be forwarded to your new servicer. The payment address for Ditech Financial is:

Ditech Financial LLC
P.O. Box 7169
Pasadena, CA 91109-7169

- Automatic Drafting: If your account is enrolled in EZ Pay, this service will continue. If your payment is automatically drafted through another method or by a third party or bill-pay service, please notify them that effective July 18, 2016, payments should be sent to Ditech Financial at the address above and should reference your new Ditech Financial account number.
- How to Reach Us: Prior to July 18, 2016, please call CitiMortgage at 1-800-283-7918* Monday through Friday, from 8:00 a.m. to 10:00 p.m., and Saturday from 8:00 a.m. to 6:00 p.m., ET, if you have questions. To access TTY services, dial 711 from the United States or dial 1-866-280-2050 from Puerto Rico. You may also write to us at CitiMortgage, Inc., P.O. Box 6243, Sioux Falls, SD 57117-6243. Effective on July 18, 2016, please call Ditech Financial at 1-855-297-6259, Monday through Friday from 7:00 a.m. to 8:00 p.m., CT, and Saturday from 7:00 a.m. to 1:00 p.m., CT. You may also write to them at Ditech Financial LLC, Attention: Customer Service Correspondence, P.O. Box 6172, Rapid City, SD 57709-6172.
- Escrow: If you have an escrow account, you will receive a final escrow statement separately, and any balance of funds will be transferred to the new servicer.
- Insurance: If CitiMortgage did not receive evidence of current insurance and purchased homeowners insurance on your behalf (also known as lender-placed insurance), it will be cancelled effective with the transfer date. We recommend that you immediately contact an insurance carrier or agent of your choice to obtain any insurance coverage that you feel is appropriate to protect your interest in the property and ensure that your property is covered against loss. Lender-placed insurance may be more expensive than obtaining coverage from a carrier or agent of your choice. You will receive information directly from Ditech Financial regarding their insurance requirements.
- Year-End Statement: In January 2017, you will receive two separate year-end statements from CitiMortgage and Ditech Financial reflecting the amounts of interest and taxes you paid to each company in 2016.
- Home Affordable Modification Program: If you are currently participating in (or being considered for) a loan modification program, we will transfer all your documentation to the new servicer. Until the transfer date, you should continue to make your payments (e.g., trial payments if attempting to qualify for a modification under the Home Affordable Modification Program) to CitiMortgage. After transfer, you should make all payments to Ditech Financial until such time that you are provided additional direction. Decisions regarding qualification will be made by Ditech Financial.

If you were offered financial counseling as a benefit under HAMP and have not yet accepted, you must accept by scheduling an appointment with the Homeownership Preservation Foundation (HPF) no later than July 17, 2016. The offer for financial counseling will expire if an appointment is not scheduled by this date. You may contact HPF directly at 1-855-306-1544, Monday through Friday.



p.m., ET. If you previously accepted an offer for financial counseling under HAMP and have not completed your counseling sessions, you may continue to receive financial counseling with your existing counselor even after the loan is transferred.

- * Payment Plans: All information regarding other loss mitigation activities (forbearance agreements, short sales, refinances and deed-in-lieu of foreclosure) will be forwarded to Ditech Financial for processing. Please be advised that this transfer may extend the time needed for a final decision.

This transfer does not affect the status of any pending bankruptcy or foreclosure proceedings.

CitiMortgage would like to extend a sincere "thank you" for the opportunity to serve you. We greatly appreciate the trust you have placed in us.

Sincerely,
CitiMortgage, Inc.

For New York Accounts Only: You may file complaints about the servicing of your mortgage loan by CitiMortgage, Inc. with the New York State Department of Financial Services. You may obtain further information from the New York State Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at www.dfs.ny.gov.

The following Notice is required by the Real Estate Settlement Procedures Act and Regulation X

NOTICE OF SERVICING TRANSFER

The servicing of your mortgage loan is being transferred effective July 18, 2016. This means that after this date a new servicer will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

CitiMortgage, Inc. is now collecting your payments. CitiMortgage, Inc. will stop accepting payments received from you after July 17, 2016.

Ditech Financial LLC will collect your payments going forward. Your new servicer will start accepting payments received from you on July 18, 2016.

Send all payments due on or after July 18, 2016, to Ditech Financial LLC at this address: P.O. Box 7169, Pasadena, CA 91109-7169.

If you have any questions for either your present servicer, CitiMortgage, Inc., or your new servicer, Ditech Financial LLC, about your mortgage loan or this transfer, please contact them using the information below:

Current Servicer:
CitiMortgage, Inc.
Attention: Customer Research Team
P.O. Box 6243
Sioux Falls, SD 57117-6243
1-800-283-7918*

New Servicer:
Ditech Financial LLC
Attention: Customer Service Correspondence
P.O. Box 6172
Rapid City, SD 57709-6172
1-855-297-6259

Important note about insurance: If you have mortgage life or disability insurance or any other type of optional insurance, the transfer of servicing rights may affect your insurance in the following way: Ditech Financial LLC will not collect the premiums for your optional insurance product. The insurance provider will cancel the insurance coverage if they do not receive the premiums. You should do the following to maintain coverage: Contact your insurance provider to make arrangements for you to remit your insurance premiums directly to the provider.

Important note about optional products: If you have other optional products, the transfer of servicing rights may affect your products in the following way: Ditech Financial LLC will not collect the fees for your optional products. The service provider will cancel the product if they do not receive the fees. You should do the following to maintain coverage: Contact your service provider to make arrangements for you to remit your fees directly to the service provider.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed on you.

CitiMortgage, Inc.

July 1, 2016

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO AN AUTOMATIC STAY OF BANKRUPTCY ORDER UNDER TITLE 11 OF THE UNITED STATES CODE, THIS NOTICE IS FOR COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT ANY SUCH OBLIGATION.



©2016 CitiMortgage, Inc. CitiMortgage, Inc. is an equal housing lender. Citi, Arc Design, and Citi and Arc Design are registered service marks of Citigroup Inc. *Calls are randomly monitored and recorded to ensure quality service.



PO Box 6172
Rapid City, SD 57709-6172

Ditech Financial LLC
Phone 1-855-297-6259
Fax 1-866-870-9919
www.ditech.com

+ 0657936 000001675 096TR2 0056526 WW (P2) (P3)

August 01, 2016

LEONARD MARTINEZ
PO BOX 37062
ALBUQUERQUE NM 87176-7062



CitiMortgage Inc Account Number [REDACTED]
Ditech Financial LLC* ("Ditech") New Account Number [REDACTED]

Dear Leonard Martinez:

Welcome to Ditech. The servicing of your mortgage loan – that is, the right to collect loan payments from you – is being transferred from CitiMortgage Inc. to Ditech effective **July 18, 2016**. The servicing transfer does not affect any terms or condition of your current mortgage loan, other than the terms directly related to the servicing of your loan. You can mail your payments directly to Ditech at the following address: Ditech Financial LLC, PO Box 7169, Pasadena, CA 91109-7169.

Ditech will begin posting payments to your account on or about July 25, 2016. If your payment was received by Ditech or CitiMortgage Inc. prior to the posting date, we will apply your payment as of the day that it was received and no late fee will be assessed to your account*.

You should be receiving your first statement from Ditech by mail the week of August 04, 2016. If you have any questions about the transfer of your mortgage loan servicing to Ditech, we encourage you to visit:

www.ditech.com/welcome

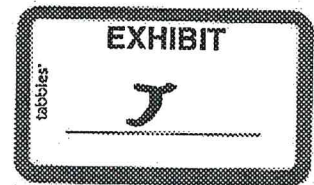
There you can register to securely access your account online, make a payment, establish a recurring electronic mortgage loan payment and obtain answers to frequently asked questions.

We are pleased to have you as a new customer. Included with this mailing is more detailed information about this transfer and our services. If you need information regarding your account you can:

- 1) Visit our website at www.ditech.com
- 2) Call us toll-free at 1-855-297-6259
- 3) Mail your inquiry to: Ditech Customer Service Dept, PO Box 6172, Rapid City, SD 57709 -6172.

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

*Please note: If you are currently participating in an automated payment plan with CitiMortgage Inc, your payments will be continuing with Ditech. As of July 18, 2016, Ditech will begin deducting your payments from your bank account. Your bank transaction description will reflect this change and indicate that your payment is now being made to Ditech. You may experience a one-time delay in the deduction of your first payment as we install your account data onto Ditech's system. No late charge will be assessed and we will deduct and post your payment effective on or before your due date.



LTR-115

NOTICE OF SERVICING TRANSFER

The servicing of your mortgage loan is being transferred, effective July 18, 2016. This means that after this date, a new servicer will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

CitiMortgage Inc is now collecting your payments. CitiMortgage Inc will stop accepting payments received from you after July 17, 2016.

Ditech Financial LLC ("Ditech") will collect your payments going forward. Your new servicer will start accepting payments received from you on July 18, 2016.

Send all payments due on or after July 18, 2016 to Ditech at this address:

**Ditech Financial LLC
PO Box 7169
Pasadena, CA 91109-7169**

If you have any questions for either your present servicer, CitiMortgage Inc, or your new servicer, Ditech, about your mortgage loan or this transfer, please contact them using the information below:

Current Servicer:
CitiMortgage Inc
Attn: Customer Research Team
1-800-283-7918
PO Box 6243
Sioux Falls, SD 57117-6243

New Servicer:
Ditech
Customer Service
1-855-297-6259
PO Box 6172
Rapid City, SD 57709-6172

Important note about insurance: If you have mortgage life or disability insurance or any other type of optional insurance, the transfer of servicing rights may affect your insurance in the following way:

The transfer of servicing will affect the terms of or the continued availability of any mortgage life or disability insurance or other types of optional insurance products.

You should do the following to maintain coverage:

You will need to contact the company providing the product directly for continued coverage or enrollment.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed on you.

Ditech
New Servicer

August 01, 2016
Date

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

Ditech has designated the following address where mortgage loan customers must send any Qualified Written Request, Notice of Error or Request for Information: PO Box 6176, Rapid City, SD 57709-6176

Fair and Accurate Credit Transactions Act Notice - We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



Ditech Financial LLC
PO Box 6172
Rapid City, SD 57709-6172

November 10, 2016

Leonard Martinez
PO Box 37062
Albuquerque, NM 87176-7062

Re: Ditech Financial LLC ("Ditech")
Account Number: [REDACTED]

Dear Leonard Martinez:

Thank you for contacting us about your mortgage. You were evaluated for mortgage payment assistance based upon the eligibility requirements of Freddie Mac, the owner of your mortgage account. We have determined that you are ineligible for a mortgage modification due to the following eligibility requirements:

- After we offered you an account modification, you notified us that you did not wish to accept the offer.

You may be eligible for other workout options offered by Ditech because you are not eligible for the account modification. Some of the programs that may be available include:

- Short Sale – A short sale allows you to avoid foreclosure by selling your property and paying off your account. If you sell your property for less than the total amount owed on the account, Ditech may accept that amount as full satisfaction of your account. Taking this action will not save your home, but Ditech may pay you cash upon completion of the sale of your home.
- Deed-In-Lieu of Foreclosure – A deed-in-lieu of foreclosure would allow you to voluntarily deed your property to Ditech in order to satisfy the account. Taking this action will not save your home, but Ditech may pay you cash upon completion of the Program.

It is your responsibility to contact Ditech to discuss your above-referenced account. If you wish to explore your options or have any other questions, please contact your account representative. Your assigned account representative is Amy H at extension 33265.

Our credit decision may have been based in part upon information obtained in a report from the below-referenced consumer reporting agency listed. You have the right under the Fair Credit Reporting Act to obtain a free copy of your credit report. You must request your free copy within 60 days of the date of this letter. You also have the right to dispute the information contained in your credit report with the credit reporting agency. The credit reporting agency did not make the decision regarding your ineligibility and is not able to provide you with specific reasons as to why you are not eligible for a loan modification.

Credit Reporting Agency: TransUnion

Reporting Agency Address: 2 Baldwin Place, P.O. Box 1000
Chester, PA 19022

Toll Free Number: 800-888-4213

Web Address: www.transunion.com

We also obtained your credit score from this consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score:

Date:

Scores range from a low of 300 to a high of 850



Key factors that adversely affected your credit score:

N/A

If you have any questions regarding your credit score, you should contact TransUnion at:

Address: 2 Baldwin Place, P.O. Box 1000 Chester, PA 19022 Telephone number: 800-888-4213

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, which can be contacted at:

Federal Trade Commission
Equal Credit Opportunity
Washington, DC 20580

Counseling is available at no charge from HUD-approved counselors through the HOPE Hotline: 1-888-995-HOPE. This housing counseling on-demand service is available 24-hours a day/7-days a week in Spanish and English (other languages available on request). You may also visit <http://www.hud.gov/offices/hsg/sfh/hcc/fc/>.

Ditech has designated the following address where mortgage loan customers must send any Qualified Written Request, Notice of Error or Request for Information: PO Box 6176, Rapid City, SD 57709-6176.

Sincerely,

Ditech
1-877-624-8026
Monday through Friday 7am – 8pm and Saturday 7am – 1pm CST

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

Cover Letter

Leonard Martinez
PO Box 37062
Albuquerque, NM 87176-7062

FILED IN MY OFFICE
DISTRICT COURT CLERK
10/25/2017 5:00:32 PM
James A. Noel
Catherine Chavez

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

NO. D-202-CV-2017- D-202-CV-2017-07661

LEONARD MARTINEZ,

Plaintiff,

v.

CITIMORTGAGE,INC, a successor in interest
By merger to ABN AMRO Mortgage Group, Inc.,
DITECH FINANCIAL, LLC., and SHELLPOINT
MORTGAGE SERVICING,

CERTIFICATION REGARDING ARBITRATION
UNDER LOCAL RULE LR2-603

Comes now Plaintiff Leonard Martinez and certifies that:

_____ This case is subject to referral to arbitration under Local Rule LR2-603. No party seeks relief other than a money judgment and no party seeks an award in excess of \$25,000.00, exclusive of punitive damages, interest, costs and attorney's fees.

 X This case is not subject to referral to arbitration under Local Rule LR2-603 because at least one party seeks relief other than a money judgment.

I further certify that the pleadings in this case are not closed, pursuant to the meaning under the Guidelines of Local Rule LR2-603

Respectfully Submitted,

ERIC ORTIZ & ASSOCIATES

/s/ Eric N. Ortiz, Esq.

Eric N. Ortiz, Esq.

510 Slate Ave. NW

Albuquerque, NM 87102

Telephone: (505) 720-0070

Fax: (866)897-9491

Attorney for Plaintiff